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AGREEMENT

THIS BOOK DOES
NOT CIRCULATE

BETWEEN

THE CHESTER TOWNSHIP BOARD OF EDUCATION

AND

THE CHESTER EDUCATION ASSOCIATION

Dated: September , 1969-70

Law Offices
Alten W. Read, Esq.
10 Washington St.
Morristown, N. J.

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ARTICLE I

RECOGNITION

A. The Chester Township Board of Education hereby recognizes the Chester Education Association as the representative majority employee group and the negotiating body for all teachers, librarians and nurses whether under contract or leave, but excluding any personnel not mentioned in the above statement.

B. Unless otherwise indicated, the term "teachers" when used herein after in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

C. Recognition shall be for the period of the 1969-70 school year and renewal shall be automatic yearly except upon request for reconsideration by either the Chester Township Board of Education or the representative majority of the teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the school year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent records, and data in accordance with the "Right to Know Law."
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. Agreements so reached shall not become effective until they are ratified by a majority of the whole Board and a majority of the Association.

ARTICLE II
NEGOTIATION PROCEDURE - con't

D. Representatives of the Board and the Association's negotiating committee shall meet a minimum of six times a year at the request of either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. Either party may request additional meetings - such meetings must be mutually agreed to. These meetings are not intended to bypass the grievance procedure. All meetings between the parties shall be regularly scheduled whenever possible.

E. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article One of this Agreement with any organization other than the Association for the duration of this Agreement, providing this Association represents the majority of the employees of the unit.

G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions:

1. The term "grievance" means a complaint by any employee that there has been an inequitable, improper, or unjust application, interpretation or violation of a policy, agreement, or administrative decision affecting said employee.
2. The term "employee" shall mean teachers, librarians or nurses.
3. The term "representative" shall mean any representative of the Association, or anyone designated by the Association.
4. The term grievance shall not be deemed applicable in the following instances:
 - a. The termination of services of or a failure to renew the contract of a non-tenure teacher for his first or second year of employment;
 - b. In matters where a method of review is prescribed by law;
 - c. Any matter which, by law or by reason of a decision or decisions of the Commissioner of Education or any court of competent jurisdiction in New Jersey has been determined to be under the jurisdiction and control of the Board.
 - d. promotions of employees.
5. The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

ARTICLE III
GRIEVANCE PROCEDURE - con't

6. The term "Party" means an aggrieved employee, his immediate superior, the school principal, or any staff members below the superintendent who may be affected by the determination of the superintendent in connection with the procedure herein established.

B. Purpose:

1. The purpose of the grievance procedure is to secure, at the lowest level possible, equitable solutions to the grievance as defined above.

- C. 1. All interested people shall endeavor to secure a rapid and equitable determination to employee grievances at the lowest possible level without interfering with the normal school operations. Proceedings shall be kept as informal and as confidential as possible.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to process it through all prescribed levels with or without ^{Representation} participation by the majority representative, provided it is not inconsistent with the terms and conditions of employment. The majority representative shall be allowed to be present at the final adjustment of the grievance of any member of the Association.
3. Failure of the aggrieved to communicate at any step of this procedure within the specified time limits shall be deemed acceptance by the employee or his representatives of the decision rendered at that level.

ARTICLE III
GRIEVANCE PROCEDURE - con't.

Failure of the employer at any step of this grievance procedure to communicate the decision on a grievance within the specified time limits shall allow the aggrieved to proceed to the next level.

4. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate representatives of his own choosing as approved by the majority representative to appear with him at any step of the appeal. Whenever the employee appears with a representative, the Board shall have the right to designate a representative of their own to participate at any step of the grievance procedure.

D. Procedure:

Level One: In the first instance, any employee's complaint shall be submitted orally to his immediate superior.

Level Two: If the grievance is not resolved within three (3) school days, it shall be submitted in writing to the immediate superior with a copy to the superintendent. The immediate superior shall communicate his decision and reasons on the grievance to the employee in writing within three (3) school days of receipt of the written grievance.

Level Three:

- a. If the grievance is not resolved, the superintendent shall be notified within three (3) school days by the immediate superior and the employee. The superintendent

shall respond in writing, notifying the employee of this decision, with specific reasons, within six (6) calendar days.

Level Four: If the grievance is not resolved, the employee, within seven (7) calendar days, shall submit a letter requesting a formal hearing with the Board of Education. All pertinent correspondence shall be submitted to the Board and all parties involved shall be present at the formal hearing. Upon receipt of correspondence, the Board shall meet within seven (7) calendar days, for the purpose of hearing the grievance. The Board shall render a decision in writing within ten (10) calendar days following such meeting with reasons upon written request of the aggrieved for such decision. After the Board renders a decision, no further appeal is possible under this procedure if it involves the transfer of an employee within the school district.

Any complaint of a non-tenure teacher in failing to renew his third or fourth contract shall end with a hearing before the Board.

Arbitration as it is referred to in this Agreement is not available to the non-tenure teacher. Any decision of the Board to non-tenure teachers shall be considered privileged.

Level Five: In the event an employee is dissatisfied with the determination of the Board, he shall have the right within seven (7) calendar days to request advisory arbitration, pursuant to the following procedure:

1. An arbitrator shall be appointed by mutual consent of the President of the Board of Education and the President of the majority

ARTICLE III
GRIEVANCE PROCEDURE - con't.

representative within seven (7) calendar days after such a request by the aggrieved employee.

If the President of the Board and the President of the Majority representative cannot agree upon an arbitrator, then the appointment of the arbitrator shall be made by the New Jersey Public Employment Relations Commission, in accordance with its rules. The arbitrator shall have seven (7) calendar days or longer if needed in which to hear the grievance and render a written recommendation to the parties involved.

E. Miscellaneous

1. Costs - The costs of employing the arbitrator shall be shared equally by the Board and the majority representative, or the Board and the individual (s).

2. Individual employees shall also have the right to be heard, provided, however, the Association shall have the right to enter into this procedure at any level, if requested by any aggrieved employee.

3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process.

4. It is understood that employees and the employer shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereon shall have been fully determined.

ARTICLE III
GRIEVANCE PROCEDURE - con't.

5. It shall be the general practice to process grievances during times which do not interfere with assigned duties of teachers. In the event that the Board of Education agrees to hold the proceedings during regular working hours, a teacher and association representative participating in any level of the grievance procedure with any representative of the Board shall be released from their assigned duties for that purpose without loss of salary.

6. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents, shall be prepared by the Superintendent or his designee and given appropriate distribution so as to facilitate operation of the grievance procedure.

7. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance folder and shall not be kept in the personnel folder of any of the participants.

ARTICLE IV

TEACHER RIGHTS

A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. No tenure teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any

ARTICLE IV
TEACHER RIGHTS - con't

agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. No teacher shall be prevented from wearing pins or other identification of membership in the Association, or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided prior approval is obtained through the Superintendent.

B. The Association may supply for their exclusive use in each school building a bulletin board in each faculty lounge. The Association shall also be assigned up to 25% of the space on the bulletin board in the central office for Association notices.

C. The Association shall have the privilege to use the interschool mail facilities and school mailboxes at no cost to the Board at reasonable times.

ARTICLE VI

NON-TEACHING DUTIES

The Board and the Association acknowledge that a teacher's primary responsibility is to teach, and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree that beginning with the school year 1969-70, the Board shall make a reasonable effort to employ non-professional personnel to perform the necessary supervising of the cafeteria, the playground and the bus waiting lines.

ARTICLE VII

SALARIES

- A. The salary guide for teachers covered by this Agreement is set forth in Schedule A, which is attached hereto and made a part hereof.
- B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- C. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay, in accordance with current practice.
- D. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
- E. Teachers shall receive their final pay no later than the 30th day of June.

ARTICLE VIII

TEACHER ASSIGNMENT

A. All teachers shall be given written notice of their salary schedules, tentative classes and/or subject assignments, tentative building assignments, and tentative room assignments for the forthcoming year not later than June first, or as soon as possible thereafter.

B. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June first, any teacher affected shall be notified promptly in writing.

ARTICLE IX

VOLUNTARY AND INVOLUNTARY TRANSFERS, REASSIGNMENTS AND PROMOTIONS

A. Voluntary Transfers and Reassignments

1. No later than April 15 of each school year, the superintendent shall have posted in all school buildings a list of the known vacancies which shall occur during the following school year.

2. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent not more than 15 days after posting of the notice. Such statement shall include the grade and/or subject to which the teachers desire to be assigned, and the school or schools to which he desires to be transferred, in order of preference.

3. As soon as practicable, and no later than May 15, the superintendent shall post in each school a system-wide schedule showing the names of all teachers who have been reassigned or transferred, and the grade, subject and building of such reassignment or transfer.

B. Involuntary Transfers and Reassignments

1. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the superintendent, at which time, the teacher shall be notified of the reason therefor.

2. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.

ARTICLE X

TEACHER EVALUATION

The Board specifically agrees that this article, known by its title Teacher Evaluation, is a negotiable item for the next contract.

ARTICLE XI

SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE

All teachers employed as of September 1 of the year of current contract shall be entitled to (10) ten sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

As of the beginning of the 1969-70 school year, all teachers shall be entitled to the following temporary leaves of absence with full pay each school year, these leaves to be non-cumulative and to be granted in a consistent and impartial manner to all:

1. A total of five (5) days' leave of absence for personal business and the observance of religious holidays. The personal business must be of such kind and nature that it can be conducted only during normal working hours.

2. A reasonable number of professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, when requested or approved by the administration.

ARTICLE XII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the majority representative support the principle of continuing training of teachers and the improvement of instruction.

B. To work toward the ends stated above, the Board agrees to continue the following practices during the current school year:

To pay the registration fee and/or tuition and transportation costs for any workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required or requested to take by the administration. Tuition to pay for certification is not included.

ARTICLE XIII

INSURANCE PROTECTION

It is agreed that during the current school year, the State Health Insurance Plan, consisting of Blue Cross, Blue Shield, Major Medical and Rider "J" will be provided by the Board, with the Board paying at the rate of 100% of the premiums for all the aforesaid categories, except the Family Plan, for which the Board will pay 75% of the cost.

ARTICLE XIV

TEACHER-ADMINISTRATION LIAISON

An Association representative shall meet with the Superintendent at least once a month during the school year to review and discuss current school activities and practices.

ARTICLE XV

DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 1969, and shall continue in effect until August 31, 1970, unless amended by both parties. The term of this agreement is known as the current school year.

IN WITNESS WHEREOF, the said parties have caused these presents to be signed by their proper officers and caused their proper seals to be hereunto affixed this day of August, 1969.

BOARD OF EDUCATION OF THE
TOWNSHIP OF CHESTER

ATTEST:

By _____
President

CHESTER EDUCATION ASSOCIATION

ATTEST:

By _____
President

N.J.E.A. FIELD REPRESENTATIVE

SCHEDULE A

1969-1970 SALARY GUIDE CHESTER TOWNSHIP BOARD OF EDUCATION

#4310

STEP	BACHELORS DEGREE	BA + 15	BA + 30 or MA	MA + 15	MA + 30	BACHELORS DEGREE	BA + 15	BA + 30 or MA	MA + 15	MA + 30
1	\$6,700	\$7,000	\$7,300	\$7,600	\$7,900					
2	6,950	7,250	7,550	7,850	8,150					
3	7,200	7,500	7,800	8,100	8,400					
4	7,500	7,800	8,100	8,400	8,700	\$7,800	\$8,100	\$8,400	\$8,700	\$9,000
5	7,800	8,100	8,400	8,700	9,000	8,100	8,400	8,700	9,000	9,300
6	8,100	8,400	8,700	9,000	9,300	8,400	8,700	9,000	9,300	9,600
7	8,400	8,700	9,000	9,300	9,600	8,700	9,000	9,300	9,600	9,900
8	8,700	9,000	9,300	9,600	9,900	9,000	9,300	9,600	9,900	10,200
9	9,000	9,300	9,600	9,900	10,200	9,300	9,600	9,900	10,200	10,500
10	9,300	9,600	9,900	10,200	10,500	9,600	9,900	10,200	10,500	10,800
11	9,600	9,900	10,200	10,500	10,800	9,900	10,200	10,500	10,800	11,100
12	9,900	10,200	10,500	10,800	11,100	10,200	10,500	10,800	11,100	11,400
13	10,200	10,500	10,800	11,100	11,400	10,500	10,800	11,100	11,400	11,700
14	10,500	10,800	11,100	11,400	11,700	10,800	11,100	11,400	11,700	12,000

Tenure Guide

CHESTER TOWNSHIP BOARD OF EDUCATION

Adopted: February 17, 1969

